

EXHIBIT 1



Democratizing Real Estate

How Do We Do It?

Reclaiming The Edge In Real Estate Investing

Choosing Unicorn Properties

Our proprietary AI generates properties that are the best investment opportunities on the market.

This website uses cookies to enhance the user experience.

I understand

projected long-term value. We select and approve the properties with the highest scores, then list them on reAlpha's digital marketplace app.

ReAlpha Score



Why Short-term rentals



Stability

Real estate will always have intrinsic value with little correlation to the ups and down of the stock market



Income

Real estate is tangible, real and

This website uses cookies to enhance the user experience.

I understand



Versatility

There are always alternative options for real estate investments from long-term rental to sale

Airbnb Ownership Without The Hassle

Never touch a paint brush, clean a toilet, or talk to a guest.

“Once we had this guest who we will call, “The Sandman.” He was clearly very excited to be staying near a beach. So excited, he brought the beach back to my house with him each night. The bathroom had transformed into a shoreline leading up to the tub. I spent 5 hours hauling buckets of sand and powerwashing it out of the tile grout.”

- Dan, Airbnb host, Florida

We're guessing that doesn't sound like anything you want to do....but if it does, please contact our HR department for a job. Instead, you can sit back, relax, and receive quarterly dividends from rental revenue while reAlpha renovates, lists, markets, and manages each property.

With reAlpha, your money is working for you....but we

This website uses cookies to enhance the user experience.

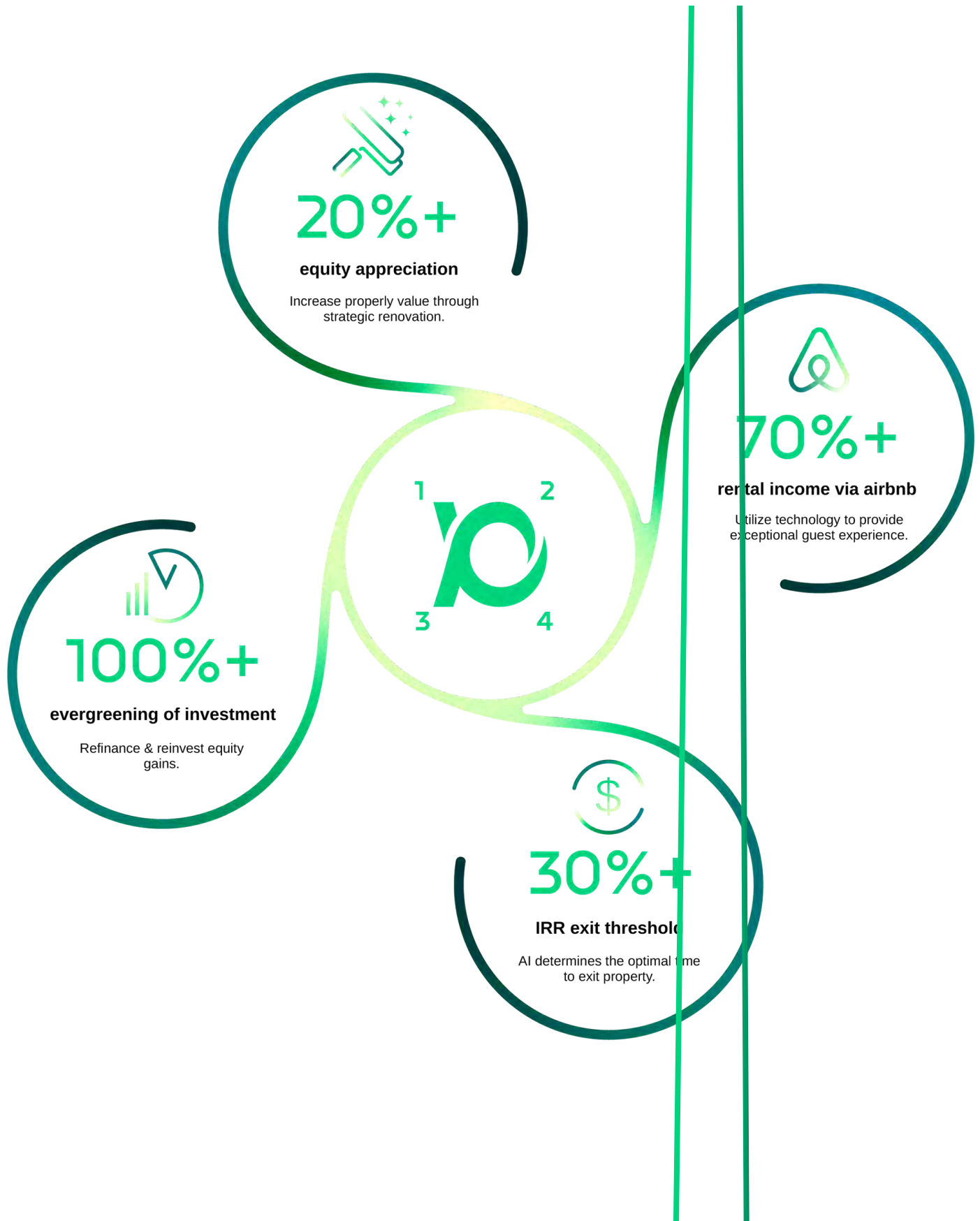
I understand

There's a reason our tagline is **Invest in real**. When you invest in properties with reAlpha, we want you to experience just how real your investment is. So, go take your boyfriend, wife, or dog on vacation. They deserve it too.



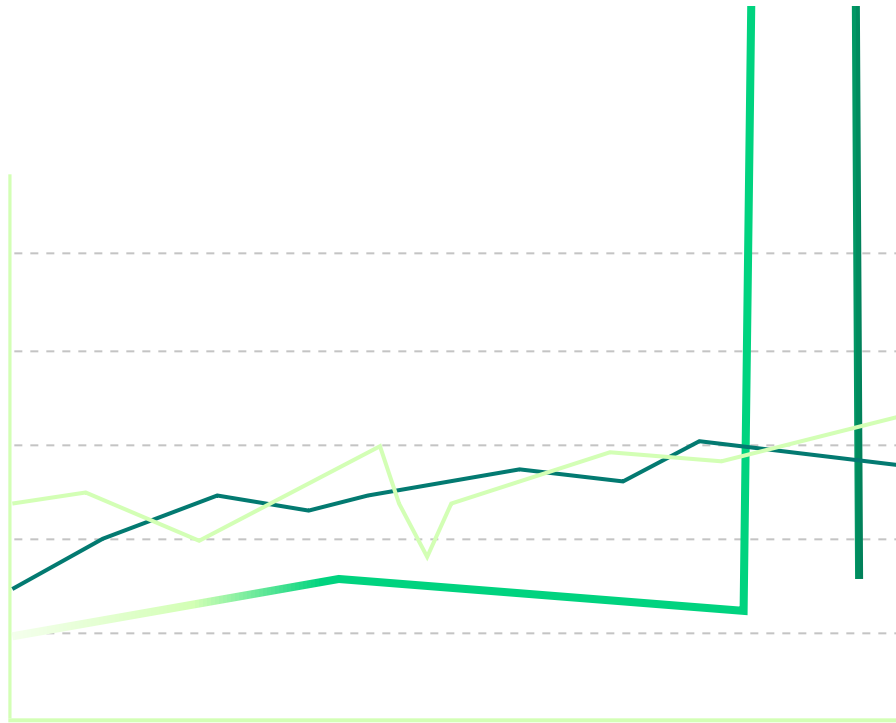
This website uses cookies to enhance the user experience.

I understand



This website uses cookies to enhance the user experience.

I understand



Step Off The Roller Coaster

Meme stocks, cryptocurrencies, and commodities all have one thing in common: extreme volatility. Look at those unbelievable GME returns! It skyrocketed in value! Until it didn't. Other traditional slow growth options such as REITs or the S&P 500 don't exactly have the kind of performance that gets us excited. We prefer investing in assets with tangible value over betting the farm on red. Real estate is an asset with historically low volatility because there will always be a need for housing. Now couple that with short-term rentals seeing 70% higher returns, and you're in business.



This website uses cookies to enhance the user experience.

I understand



There's Power In Numbers

Fractional Ownership Adds Up

Buy equity in specific properties just like you would buy stock or shares on Robinhood. We pair you with a few like-minded investors to form a syndicate, so together you can cover the down payment. Investment properties usually require a 25% down payment, but with reAlpha it's only 10% because of our relationship with lenders. reAlpha is also a 51% investor in each syndicate, so you know our interests are always aligned with yours.

This website uses cookies to enhance the user experience.

I understand

- > When/how can I sell my shares?
- > Can I stay in the property I invest in?
- > What is the minimum investment amount?
- > How often are new properties added to the marketplace?

Join the waitlist.
Stay connected.

user@example.com



© reAlpha Tech Corp.

Navigation

REG A+

REIMAGINE








This website uses cookies to enhance the user experience.

I understand




CONTACT US

SELL YOUR PLACE

Stay Connected

-  Facebook
-  Twitter
-  Instagram
-  LinkedIn
-  Tiktok
-  YouTube
-  Crunchbase

Get in Touch

-  hello@realalpha.com
-  6640 Riverside Dr, Suite 200, Dublin, OH 43017
-  6313 Preston Rd, Suite 200, Plano, TX 75024

This website uses cookies to enhance the user experience.

I understand

EXHIBIT 2

The Columbus Dispatch

BUSINESS

Dublin real-estate firm ReAlpha to offer stock to buy Airbnb homes

Jim Weiker The Columbus Dispatch

Published 1:32 p.m. ET Sept. 30, 2021 | Updated 9:00 a.m. ET Oct. 1, 2021

The Dublin startup ReAlpha plans to file a "mini-IPO" next week to raise \$75 million in its bid to become the nation's largest owner of short-term rental homes.

The move is a key step in the company's plans to buy up to \$1.5 billion in homes across the nation that would be rented through Airbnb.

Shares, available through what is called a Regulation A+ offering, would sell for \$10 each.

"We're thrilled to offer Main Street investors access to early-stage investment opportunities through our Regulation A+ offering," ReAlpha Founder and Chief Executive Officer Giri Devanur said in a news release.

Devanur announced ReAlpha in July with Brent Crawford, founder and principal of the Crawford Hoying development firm, which committed \$6 million to the venture.

In addition to the \$75 million raised through the public offering, ReAlpha hopes to raise another \$75 million from individual investors who would buy shares of properties with as little as \$2,500. The combined \$150 million would allow the company to purchase \$1.5 billion in property, or up to 3,000 homes, assuming a 10% down payment.

ReAlpha promotes its company as an opportunity for small individual investors to buy into the \$1.2 trillion short-term rental industry.

"Our mission is to democratize real estate investing and empower everyone to invest into real assets," ReAlpha Chief Marketing Officer Christie Currie said in a news release.

ReAlpha plans to use technology it developed called ReAlphaBrain to identify the best properties to purchase on the wholesale market to use as short-term rentals.

The company has started acquiring homes in the Dallas and Miami areas and is pursuing properties in metropolitan areas in Texas, Florida, California, New York, New Jersey, Colorado and Illinois. ReAlpha is seeking properties with strong year-round demand in cities large enough to support at least 100 properties to allow them to be efficiently managed.

While some properties may be rent-ready, ReAlpha expects to remodel many of the houses it buys.

jweiker@dispatch.com

@JimWeiker

EXHIBIT 3

Founder Advisor Agreement

This Founder Advisor Agreement (this “Agreement”) is entered into as of the date set forth on the Signature Page by and between the undersigned company (the “Company”) and the undersigned advisor (the “Advisor”).

The parties agree as follows:

1. **Services.** Advisor agrees to act as a mentor or advisor to the Company and provide advice and assistance to the Company from time to time as further described on Schedule A attached hereto or as otherwise mutually agreed to by the parties (collectively, the “Services”).
2. **Compensation.** For the provision of the Services, the Advisor shall be entitled to receive the compensation as detailed on the Signature Page attached hereto. The Company will seek written approval or have a meeting of the Board of Directors to authorize the Advisor compensation and deliver definitive stock purchase or option agreements regarding the stock compensation within 30 days from the date of this Agreement. If the Company is unable to provide the foregoing documentation within such a 30-day period, then the Agreement shall be considered null and void and the Advisor shall be eligible for the compensation as stated in paragraph 4, Term and Termination.
3. **Expenses.** Subject to the prior written approval of the Company following a detailed request by Advisor which includes a maximum amount to be reimbursed, the Company shall reimburse the reasonable travel and related expenses incurred by Advisor in the course of performing services hereunder. The Company will reimburse the expenses within 30 days of the Advisor submitting a conforming invoice.
4. **Term and Termination.** The term of this Agreement shall continue until terminated by either party for any reason upon five (5) days prior written notice without further obligation or liability except for the compensation earned by the Advisor and any conforming expenses due to the Advisor through such date of termination.
5. **Independent Contractor.** Advisor’s relationship with the Company will be that of an independent contractor and not that of an employee. Advisor will not be eligible for any employee benefits, nor will the Company make deductions from payments made to Advisor for employment or income taxes, all of which will be Advisor’s responsibility. The Advisor will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

6. **Non-Disclosure of Confidential Information.**

- a. **Agreement Not to Disclose.** Advisor agrees not to use any Confidential Information (as defined below) disclosed to the Advisor by the Company for Advisor's own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Advisor agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than agents of the Company or persons to whom the Company consents to such disclosure. Upon request by the Company, any materials or documents that have been furnished by the Company to the Advisor in connection with the Services shall be promptly returned by the Advisor to the Company.
- b. **Definition of Confidential Information.** "Confidential Information" means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information, technical data or know-how that: (i) is in the possession of Advisor at the time of disclosure, as shown by Advisor's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Advisor. Notwithstanding the foregoing, Advisor may disclose Confidential Information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

7. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Advisor any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

8. **Assignment of Intellectual Property.** To the extent that Advisor jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "Intellectual Property") which clearly relates to the Company's business or technology and has been created by Advisor in the course of the performance of Services, Advisor hereby acknowledges that it is "work made for hire" for the

benefit of the Company and hereby assigns all rights, titles and interest to such Intellectual Property to the Company.

9. **Duty to Assist.** As reasonably requested by the Company and only with respect to Intellectual Property created by Advisor for the Company as provided in paragraph 8 above, Advisor shall take all steps reasonably necessary to assist the Company in obtaining and enforcing in its own name any such Intellectual Property right. Advisor's obligation to assist the Company shall continue beyond the termination of Advisor's relationship with the Company.

10. **Indemnification.** The Company shall indemnify, defend, and hold the Advisor harmless from and against any and all expenses (including, without limitation, expenses of investigation and preparation and reasonable fees and disbursement of the Advisor's counsel, accountants or other experts), losses, claims, demands liabilities, judgements, settlements, fines and penalties, by reason of, relating to, or arising from the Advisor's services rendered to the Company under this Agreement, unless the Advisor has acted outside the framework of this Agreement.

11. **Company's Right to Disclose.** During the term of this Agreement, the Company shall have the right to disclose the existence of this Agreement, Advisor's status as an Advisor, and to include Advisor's name, image and profile in various promotional materials, including, but not limited to, private placement memos or other offering materials, executive summaries and the Company's website.

12. **No Conflicts.** Advisor represents that Advisor's compliance with the terms of this Agreement and provision of Services hereunder will not violate any duty which Advisor may have to any other person or entity (such as a present or former employer), and Advisor agrees that Advisor will not do anything in the performance of Services hereunder that would violate any such duty. In addition, Advisor agrees that, during the term of this Agreement, Advisor shall promptly notify the Company in writing of any competitor of the Company for which Advisor is also performing services. It is understood that in such an event, the Company will review whether Advisor's activities are consistent with Advisor remaining as an advisor of the Company.

13. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement, including any schedules hereto, constitute the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the jurisdiction listed on the signature page, without giving effect to the principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(Signatures in the following page)



Signature Page to Founder Advisor Agreement

Governing Law: State of Delaware, United States

Advisor Equity Compensation: The advisor shall be compensated with 1.0% (one percent) of the fully diluted common stock as per vesting schedule

Total Number of Shares of Common Stock in the company: 10,000,000.

Type of Security: 100,000 of Restricted Common Stock.

Vesting Schedule: All shares shall vest on a pro rata basis monthly over a 2-year period with a 3-month cliff period. 100% of unvested shares shall vest on closing of sale of the Company or a liquidity event, whichever occurs earlier.

COMPANY: ReAlpha Tech Corp

ADVISOR:

Signature:  _____

Signature:  _____

Name: Giri Devanur

Name: Valentina A. Isakina

Title: CEO

Address: 4554 Larimer St, #411,
Dublin, OH 43017

Address: 10547 MacKenzie Way, Dublin, OH
43017

Schedule A:**Performance Scope and Compensation**

Scope	Services	Compensation
<p>Time: Commit 3 hours to attend the following meetings:</p> <p>Meetings: Attend strategy meeting(s), scheduled Advisory Board meetings, and work with potential investors during capital raise.</p>	<p>Business Plan Development, Capital Raise, and Other Matters as needed: Advisor agrees to assist Company in development of its business plan, its review, and in raising capital, as well as in other strategic and business matters as mutually agreed upon.</p>	<p>1.0% of fully diluted Common Stock.</p>

